

LAKE COUNTY BEHAVIORAL HEALTH SERVICES DEPARTMENT

REQUEST FOR PROPOSALS

# **Patients' Rights Advocacy Services**



# **LCBHS**

COUNTY OF LAKE

**Issued: March 21, 2022**

**Submission Deadline: April 18, 2022, at 5:00 P.M.**

# Patients' Rights Advocacy Services

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# Patients' Rights Advocacy Services

**1. INTRODUCTION.** The County of Lake is inviting sealed proposals for Patients' Rights Advocacy services.

Proposals should be submitted in accordance with the requirements of this solicitation, which are contained herein.

## **2. SCOPE OF SERVICE.**

Lake County Behavioral Health Services seeks to contract with a professional to act as a patients' rights advocate on behalf of Lake County Behavioral Health Services.

Advocate shall provide County with a countywide program for patients' rights advocacy for consumers of behavioral health services in all hospitals, skilled nursing facilities, board and care homes, day programs, or other behavioral health care facilities, and will provide advocacy services to clients of the Lake County Behavioral Health Services Department who are residing within Lake County. For Lake County resident clients placed out of Lake County, Advocate will act as a liaison with advocates from other areas.

It is estimated that the average monthly time needed for the patients' rights advocacy program will be 65 hours per month.

**Specific duties shall include, but not be limited to, the following:**

- Advocate shall respond to and investigate the requests of the patients or requests made on behalf of the patient by relatives, service provider, or designated caregivers. Advocate will maintain a significant regular visible presence in the County for purposes of promoting greater access and services for all members of the behavioral health community. The Advocate is also available to assist with medication and problem resolution related to behavioral health issues when needed.
- Advocate shall also act on behalf of patients who are unable, due to their behavioral or physical condition, to request advocacy services but are in need of such services.
- Advocate shall provide training and education including but not limited to behavioral health law and patient's rights statutes and regulations to behavioral health providers located in the County of Lake. Training and educational services will be provided to all employees of the Behavioral Health Services department as well as all contracted provider employees on minimally an annual basis. Select categories of employees (included but not limited to case managers, crisis team workers, etc.) shall receive more frequent trainings and updates as needed throughout the year. Specialty trainings (5150 documenting, rights violation documentation, etc.) will be scheduled on an "as needed" basis. Educational

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opportunities and trainings shall also be offered to all clients and community members throughout the year. Trainings will be provided in locations throughout the county that are accessible to all.

- Advocate shall ensure that recipients of behavioral health services in all Lake County licensed health and community care facilities are notified of their rights.
- Advocate shall exchange information and cooperate with California Office of Patients' Rights as well as other advocacy programs throughout California that may have need for mutual information sharing.
- Advocate shall meet with the Lake County Behavioral Health Services Director on a regular basis to discuss ongoing trends, issues, successes, and shall provide written narrative and statistical update reports on a monthly basis, with both Quarterly and Annual Summaries. Advocate shall attend and participate in all meetings as requestee by the Behavioral Health Director to provide any insight and support to the promotion of services within the County. Advocate will also assist with client-related opportunities.
- Advocate shall comply with all the requirements regarding the confidentiality of patient information and records, including but not limited to, WIC Section 5328, and Title 45, Section 205.50, of the Code of Federal Regulations. Advocate will conform to all other applicable Federal and State statutes and regulations, including but not limited to, the Deficit Reduction Act (DRA) of 2005, the Federal False Claims Act, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the HIPAA Omnibus Final Rule, and HITECH Act of 2010, and will make the best effort to preserve data integrity and the confidentiality of protected health information.
- Advocate shall maintain complete documentation of all requests, including the patient's name and all advocacy activities. This information shall be presented in report form to the Lake County Behavioral Health Services Director no later than the fifth (5<sup>th</sup>) working day of the month following the month of service. The reports shall include information regarding patient's grievance, allegations, and resolutions.
- Advocate shall ensure that information regarding the patients' rights listed in the Welfare and Institutions Code Section 5325 are prominently posted in the predominate languages of the community in all health facilities in which psychiatric evaluations or treatment is offered in Lake County as required by Title 9 of the California Code of Regulations. Advocate shall supply each facility documents as needed for posting. Advocate may request that the facility

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operator make Advocate's presence known to all behavioral health clients in the facility to make sure that the clients are aware of and understand their rights, and that the Advocate's services are understood. Advocate shall assist in the training of facility staff regarding the above-mentioned patients' rights, when requested.

### **3. COMPENSATION.**

Proposals must include the hourly rate for patients' rights advocacy services. Compensation to be negotiated upon selection.

### **4. PROPOSAL CONTENT.**

**4.1 Proposal Compliance:** In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.

**4.2 Proposal.** Please assemble your Proposal in the following order.

- A. Cover Letter. A standard business letter must be included which represents your agreement to supply the requested services detailed in the RFP.
- B. Company Profile. Provide a brief history of your company, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.
- C. Cost Proposal.

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

The entire proposal must be 10 pages or less to be considered.

**5. PROPOSAL SUBMITTAL.** Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

**5.1** In order to be considered an electronic copy in Microsoft Word must be submitted no later than **Monday, April 18, 2022, by 5:00 p.m.**, and addressed to:

Elise Jones, Deputy Director of Administration

elise.jones@lakecountyca.gov

Normal business hours are Monday through Friday 8:00 am to 5:00 pm. Staff can be reached at (707) 274-9101.

**5.2** Proposals received incomplete or late, for any reason, shall not be accepted.

**5.3** All Questions regarding this Request for Proposals may be submitted in writing at any time prior to **Monday, March 28, 2022, at 5:00 p.m.** to Elise Jones at: [elise.jones@lakecountyca.gov](mailto:elise.jones@lakecountyca.gov). Only

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written questions will be accepted. Questions will be answered by **Monday, April 4, 2022, by 5:00 p.m.**

Proposers may contact only the individual identified above and are specifically directed not to contact other County personnel for meetings, conferences, or other technical discussions related to this RFP. No questions will be answered by other County staff.

5.4 All Proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the Proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected Proposer.

**6. PROPOSAL EVALUATION AND AWARD.** The County is using the competitive Proposal process, wherein the experience and responsiveness of each submitted Proposal is evaluated as it relates to the Scope of Services. Department staff will evaluate the Proposals as described below.

6.1 Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the Proposal non-responsive and may be cause for rejection.

6.2 All Proposals will be evaluated by a panel of Behavioral Health staff to determine whether they meet all the requirements of the RFP and the general goodness of fit with the Department's needs.

6.3 If an agreement cannot be reached with the top ranked entity/facility, the County will then contact the next highest ranked entity/facility and attempt to negotiate a bed rate.

6.4 County reserves the right to select multiple contractors.

6.5 The County of Lake is an Equal Opportunity/Affirmative Action Employer and the successful Consultant(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Entities/facilities should be familiar with the Employers' Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

**7. PROTEST PROCEDURE.** The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:

### **7.1 Appeal Procedure:**

Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the County Administrative Officer's recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.

7.2 Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended consultant.

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**8. GENERAL TERMS AND CONDITIONS.** By your submission of a Proposal, you agree to be bound by the following conditions:

8.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County's and the Respondents negotiating interests. If any Proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE,**" and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the Proposal. The proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

8.2 The County reserves the right to cancel this RFP at any time, even after opening of Proposals.

8.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

**8.4 Disposition of Proposal(s) and Contract Award:**

- A. All Proposals shall become the property of Lake County.
- B. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a Proposal.
- C. County reserves the right to accept or reject all or any part of any Proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.
- D. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the Proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
- E. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
- F. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

8.5 Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or

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appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

**8.6 Default by Respondent:** In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

**8.7** Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.

**8.8** It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.

**8.9 Errors and Omissions:** If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

**8.10 Security and Confidentiality:** To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

**8.11 Insurance:** Successful Respondent agrees to comply with the County's standard insurance provisions.

**8.12 Governing Laws:** The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

**8.13** Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of

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natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

8.14 This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.